MCNAIR LAW FIRM, P.A.

ATTORNEYS AND COUNSELORS AT LAW

ANDERSON OFFICE

CAROLINA FIRST BANK BUILDING 201 NORTH MAIN STREET ANDERSON, SC 29621 TELEPHONE 864/226-1688 FACSIMILE 864/225-6456 **CHARLESTON OFFICE** 

140 EAST BAY STREET POST OFFICE BOX 1431 CHARLESTON, SC 29402 TELEPHONE 843/723-7831 FACSIMILE 843/722-3227 GEORGETOWN OFFICE

121 SCREVEN STREET POST OFFICE DRAWER 418 GEORGETOWN, SC 29442 TELEPHONE 843/546-6102 FACSIMILE 843/546-0096 GREENVILLE OFFICE

105 EAST NORTH STREET POST OFFICE BOX 447 GREENVILLE, SC 29602 TELEPHONE 864/271-4940 FACSIMILE 864/271-4015

BANK OF AMERICA TOWER/1301 GERVAIS STREET COLUMBIA, SOUTH CAROLINA 29201

MAILING ADDRESS:
POST OFFICE BOX 11390
COLUMBIA, SOUTH CAROLINA 29211
TELEPHONE 803/799-9800
FACSIMILE 803/799-9804

HILTON HEAD ISLAND OFFICE

THE JADE BUILDING, SUITE 204 52 NEW ORLEANS ROAD POST OFFICE DRAWER 7787 HILTON HEAD ISLAND, SC 29938 TELEPHONE 843/785-5169 FACSIMILE 843/842-3310 MYRTLE BEACH OFFICE

FOUNDERS CENTRE/SUITE 403 2411 OAK STREET MYRTLE BEACH, SC 29577 TELEPHONE 843/444-1107 FACSIMILE 843/444-4729 SPARTANBURG OFFICE

SPARTAN CENTRE/SUITE 306 101 WEST ST. JOHN STREET POST OFFICE BOX 5137 SPARTANBURG, SC 29304 TELEPHONE 864/542-1300 FACSIMILE 864/542-0705

March 7, 2000

Mr. Gary E. Walsh Executive Director South Carolina Public Service Commission Koger Center, Saluda Building 101 Executive Center Drive Columbia, South Carolina 29210



Re:

Application of South Carolina Net, Inc. for a Certificate of Public Convenience and Necessity to Provide Local Exchange Service to Customers Located in Those Areas of the State of South Carolina Currently Being Served by BellSouth Telecommunications, Inc., GTE South, Incorporated, and United Telephone Company of the Carolinas, Inc.

Dear Mr. Walsh:

Please find enclosed for filing on behalf of South Carolina Net, Inc. an original and ten (10) copies of an Application in the above referenced matter.

Please clock in a copy and return it with our courier.

Thank you for your assistance.

Very truly yours,

Margaret M. Fox

**Enclosures** 

cc:

W.J. Jordan Mark S. Stokes





# STATE OF SOUTH CAROLINA

# **BEFORE THE**

# SOUTH CAROLINA PUBLIC SERVICE COMMISSION

DOCKET NO. 2000-0121-C



IN RE:

Application of South Carolina Net, Inc. for a Certificate
of Public Convenience and Necessity to Provide
Local Exchange Service to Customers Located in
Those Areas of the State of South Carolina Currently
Being Served by BellSouth Telecommunications, Inc.,
GTE South, Incorporated, and United Telephone
Company of the Carolinas, Inc.

)

South Carolina Net, Inc. ("Applicant") hereby submits this application to the South Carolina Public Service Commission ("the Commission") for a Certificate of Public Convenience and Necessity, pursuant to S.C. Code Ann. § 58-9-280 and the Rules and Regulations of the Commission, to permit it to provide local exchange and exchange access service to customers located in those areas of the State of South Carolina currently being served by BellSouth Telecommunications, Inc., GTE South, Incorporated, and United Telephone Company of the Carolinas, Inc. In support of this application, the following is shown:

1. Applicant's name and address are as follows:

South Carolina Net, Inc. 1426 Main Street, Suite 1000 Columbia, South Carolina 29201



Columbia: 594258





2. Correspondence regarding this Application should be addressed to Applicant's counsel:

M. John Bowen, Jr.
Margaret M. Fox
McNAIR LAW FIRM, P.A.
Post Office Box 11390
Columbia, South Carolina 29211
(803) 799-9800

3. The name, title, address and telephone number of the person who should be contacted in connection with general management of the company is:

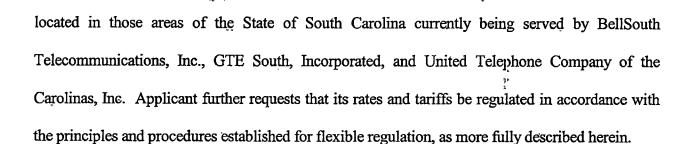
Mark S. Stokes Senior Manager South Carolina Net, Inc. 1426 Main Street, Suite 1000 Columbia, South Carolina 29201 (803) 255-4003

- 4. Applicant is incorporated in the State of South Carolina. A copy of Applicant's Articles of Incorporation and Articles of Amendment are attached hereto as Attachment A.
- 5. Applicant has the managerial resources needed to provide the services for which it requests authority. A list of company officers, and a selective summary of experience, is attached hereto as Attachment B.
- 6. Applicant intends to provide its services in those areas of the State of South Carolina currently being served by BellSouth Telecommunications, Inc., GTE South, Incorporated, and United Telephone Company of the Carolinas, Inc.

- 7. Applicant has the financial resources needed to provide the services for which it requests authority. Applicant's most current audited balance sheet and income statement are attached hereto as Attachment C.
- 8. Applicant proposes to provide local exchange service and exchange access service to residential and business customers in those areas of the State of South Carolina currently being served by BellSouth Telecommunications, Inc., GTE South, Incorporated, and United Telephone Company of the Carolinas, Inc. A complete description of Applicant's services and rates is set forth in the illustrative tariff which is attached hereto as Attachment D. A price list with initial rates will be filed with the Commission once Applicant has a resale/interconnection agreement in place.
- 9. The Applicant also requests that the Commission regulate its local exchange telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C.
- 10. Applicant will enhance competition in the State of South Carolina by offering additional service options and high service quality to South Carolina telecommunications users.

  Applicant's entry into the South Carolina market will also provide an efficient use of existing telecommunications resources.

In view of the foregoing, Applicant respectfully requests that the Public Service Commission of South Carolina issue to South Carolina Net, Inc. a Certificate of Public Convenience and Necessity to provide local exchange and exchange access service to customers



Respectfully submitted,

M. John Bowen, Jr.

Margaret M. Fox

McNAIR LAW FIRM, P.A.

P O Box 11390

Columbia, SC 29211

(803) 799-9800

Attorneys for South Carolina Net, Inc.

Columbia, South Carolina March 7, 2000

# ATTACHMENT A

ARTICLES OF INCORPÓRATION AND ARTICLES OF AMENDMENT

# STATE OF SOUTH CAROLINA SECRETARY OF STATE

# 9:... Miles SECRETARY OF STATE FILED DEL 1 8 1991 AM PM 7 | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 5 | 6

# ARTICLES OF INCORPORATION

- 1. The name of the proposed corporation is South Carolina Net, Inc.
- 2. The initial registered office of the corporation is McNair Law Firm, P.A., 1301 Gervais Street, Suite 1100, Columbia, Richland County 29201 and the initial registered agent as such address is M. John Bowen, Jr.
- 3. The corporation is authorized to issue shares of stock as follows:

The corporation is authorized to issue a single class of shares, the total number of shares authorized is 1,000,000.

- 4. The existence of the corporation shall begin when these articles are filed with the Secretary of State.
- 5. The optional provisions which the corporation elects to include in the articles of incorporation are as follows:

The initial board of directors shall consist of four (4) board members: Aubrey É. Judy, Frank S. Barnes, Joe E. McElwee and Curley P. Huggins.

6. The name and address of each incorporator is as follows (only one is required):

M. John Bowen, Jr. 1301 Gervàis Street, Suité 1100 Columbia, South Carolina 29201

Signature

7. I, Wade H. Jones, III, an attorney licensed to practice in the State of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements Chapter 2, Title 33 of the 1976 South Carolina Code relating to the articles of incorporation.

Date: December 18, 1991

Wade H. Jones, III Post office Box 11390 Columbia, SC 29211

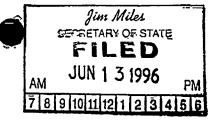
Date DEC 18 1991
CERTIFIED TO EST COPY
AS TAKEN FIGURE ORIGINAL ON FILL OFFICE.

ECRETARY OF STATE OF SOUTH CAROLINA



JUNIA 3 1996

# STATE OF SOUTH CAROLINA SECRETARY OF STATE



# ARTICLES OF AMENDMENT

量

SECRETARY OF STATE OF SOUTH CAROLINA

Pursuant to Section 33-10-106 of the 1976 South Carolina Code, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

- 1. The name of the corporation is South Carolina Net, Inc.
- 2. On May 31, 1996, the corporation adopted the following amendments of its Articles of Incorporation:

The total number of shares the corporation is authorized to issue is increased from 1,000,000 shares to 2,000,000 shares.

3. The manner, if not set forth in the amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: (if not applicable, insert "not applicable" or "NA").

# N/A

- 4. Complete either a or b, whichever is applicable.
  - a. X Amendments adopted by shareholder action.

At the date of adoption of the amendments, the number of outstanding shares of each voting group entitled to vote separately on the amendments, and the vote of such shares was:

	Number of	Number of	Number of Votes	Number of Und	iisputed*
Voting	Outstanding	Votes Entitled	Represented at	Shares Voted	
<u> Ģroup</u>	<u>Shares</u>	to be Cast	the meeting	<u>For</u>	Against
Common	1,000,000	1,000,000	1,000,000	1,000,000	0

NOTE:

Pursuant to Section 33-10-106(6)(ii), the corporation can alternatively state the total number of undisputed votes cast for the amendment by each voting group together with a statement that the number cast for the amendment by each voting group was sufficient for approval by that voting group.

- b.\_ The Amendment(s) was duly adopted by the incorporators or board of directors without shareholder approval pursuant to §33-6-102(d), 33-10-102 or 33-10-105 of the 1976 South Carolina Code, as amended, and shareholder action was not required.
- 5. Unless a delayed date is specified, the effective date of these Articles of Amendment shall be the date of acceptance for filing by the Secretary of State (See §33-1-230(b)):XXXXXXXXXXX.

DATE: May 31, 1996

South Carolina Net, Inc.

(Name of Corporation) -

By:

W.J. Jordan, President (Type or Print Name and Office)

# FILING INSTRUCTIONS

- 1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
- 2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
- 3. Filing fees and taxes payable to the Secretary of State at time of filing application.

Fijing Fee	\$ 10.00
Filing tax	100.00
Total	\$110.00

Form Approved by South Carolina Secretary of State 1/89

# ATTACHMENT B

LIST OF COMPANY OFFICERS AND PROFILES OF KEY MANAGEMENT PERSONNEL

# **COMPANY OFFICERS**

Frank S. Barnes, Jr. (Chairman) Curley P. Huggins (Treasurer)

John L. McDaniel (Vice Chairman) W. J. Jordan (President)

Joseph M. McElwee (Secretary)

James Thompson (Vice-President)

Sandra R. Boyd (Assistant Treasurer)

# PROFILES OF KEY MANAGEMENT PERSONNEL

# W. J. Jordan

# President and Chief Executive Officer

Mr. Jordan graduated from the University of South Carolina with a degree in Marketing in December 1975. After graduating, he joined General Telephone of the Southeast and worked in marketing positions in Sumter prior to relocating to Durham, North Carolina to serve as the State Government Administrator for eight southeastern states. He left GTE to become Manager of Systems Communications in the Office of Management Information Systems, Division of General Service for the State of South Carolina in October 1981. On July 1, 1983, he was named Vice-President of Communications at South Carolina National Bank, where he was responsible for all corporate voice communications, data communications and the Information Center for 160 branches statewide. He left SCN to become Director of Network Sales at Telecom\*USA on December 1, 1989. He was Senior Manager of the South Carolina branch of Business Services, and was responsible for marketing, technical support and customer service. He is currently President and Chief Executive Officer of South Carolina Net and has held this position since joining the company on September 1, 1993. Mr. Jordan has served as Chairman of the Southern Bell Large Users Council and is a past President of the South Carolina Telecommunications Managers Association. He has served on numerous professional and civic boards and committees including the Commission on the Future of Clemson University and on the College of Business Administration Special Gifts Committee for the Bicentennial Campaign at the University of South Carolina. Currently Mr. Jordan serves on the Board of Directors for the Fellowship of Christian Athletes, the Telecommunications Systems Management DACUM (Designing A Curriculum) for Midlands Technical College. Mr. Jordan was presented the 1999 Technology Professional of the Year for South Carolina by the Association of Information and Technology Professionals of South Carolina.

# James E. Thompson Vice-President

Mr. Thompson, a native of South Carolina, has over thirty years of telecommunications experience. Mr. Thompson joined Western Electric on July 14, 1969 and held various positions of increasing responsibility until he left to join First National Bank in March 1983. Mr. Thompson was a telecommunications analyst overseeing the telecommunications voice switching platform deployed by the bank until December 1, 1984, when as a result of a corporate merger with South Carolina National Bank, Mr. Thompson became Assistant Vice-President and Telecommunications Manager of merged South Carolina National Bank. In this position, he was responsible for all voice communications for 160 branches statewide. Mr. Thompson maintained responsibility for voice communications through another banking merger with Wachovia Corporation. He left Wachovia and joined South Carolina Net on December 1, 1993 to become Sr. Manager of Network Services. Mr. Thompson became Vice-President at South Carolina Net on December 1, 1994. In this position he is responsible for all network and information services functions at South Carolina Net, iSCAN and IDN. Mr. Thompson has served on the Southern Bell Large Users Council and is a past President of the South Carolina Telecommunications Managers Association. During his career, Mr. Thompson has served on numerous professional committees. Currently Mr. Thompson serves on the Telecommunications Systems Management DACUM (Designing A Curriculum) for Midlands Technical College and in his spare time is President of Lexington Dixie Youth Baseball.

# Sandra R Boyd Assistant Treasurer

Ms. Boyd began working at South Carolina Net on July 27, 1993, and has held various positions with increasing responsibility during her tenure. She has the overall responsibility for accounting, financial analysis, human resources and all administrative functions within the company. Since joining South Carolina Net, Inc., she has held the positions of Administrative Office Manager, Manager of Accounting and Administration, and Senior Manager of Accounting and Administration until she was named as an officer of the company by the South Carolina Net Board of Directors on April 28, 1999. Prior to joining South Carolina Net, Ms. Boyd held positions at A. G. Edwards & Sons, an investment broker, and C & S Bank, now Bank of America. Ms. Boyd attended the University of South Carolina and served as a Page with the South Carolina House of Representatives during her undergraduate studies.

# Mark S. Stokes Senior Manager

Mr. Stokes received a B.S. degree in Administrative Management from Clemson University in 1976. He began his career in telecommunications in 1978 with BellSouth in the area of marketing. At divestiture in 1984, Mr. Stokes went with AT&T Information Systems. While at BellSouth and AT&T, Mr. Stokes held various sales and marketing positions. In 1985, Mr. Stokes joined Telman which, through a series of sales and acquisitions (SouthernNet, Telecom\*USA), eventually became MCI. Mr Stokes held various management positions with this group of companies, including branch manager, major accounts manager, service manager, business manager, and training manager. Mr. Stokes joined Snyder Communications in 1994. He joined South Carolina Net in 1996, and currently serves as Senior Manager for Business Development and Customer Service. In this position, he has responsibility for all business development, marketing, sales and customer service functions for South Carolina Net.

# ATTACHMENT C

FINANCIAL STATEMENTS

# SOUTH CAROLINA NET, INC. BALANCE SHEETS DECEMBER 31

# **ASSETS**

	1998	1997
Current Assets		
Cash	\$ 289,422	\$ 161,098
Asset Limited As to Use	•	72,936
Accounts Receivable (Less Accumulated Provision for		
Uncollectibles of \$21,670 and \$20,000 in 1998 and		
1997, Respectively)	1,510,811	776,395
Accounts Receivable, Related Parties	724,942	395,514
Prepaid Expenses	186,209	111,086
	2,711,384	1,517,029
	\$ 1 mm	
Due from iSCAN, L.P.	1,251,226	1,338,455
Property, Plant and Equipment		
Transmission and Communication Equipment	1,701,440	1,629,321
Furniture and Fixtures	717,742	157,058
Leasehold Investments	5,123	4,154
Plant Under Construction	1,518,667	
	3,942,972	1,790,533
Accumulated Depreciation	<u>(897,257)</u>	(536,238)
	3,045,715	1,254,295
Other Assets		
Investment in Nonaffiliated Organization	78,947	_
Security Deposits	52,123	2,122
Deferred Charges (Less Accumulated Amortization of \$16,163		
and \$9,621 in 1998 and 1997, Respectively)	23,857	9,622
	154,927	11,744
Total Assets	\$7,163,252	\$4,121,523

The accompanying notes are an integral part of these balance sheets.

# SOUTH CAROLINA NET, INC. BALANCE SHEETS DECEMBER 31

# LIABILITIES AND STOCKHOLDERS' EQUITY

	1998	1997
Current Liabilities		
Notes Payable	\$ 305,474	\$ -
Accounts Payable	1,812,016	1,091,74
Current Maturities of Long-Term Debt	124,860	7,70
Current Portion of Capital Lease Obligation	267,181	269,41
Accrued Liabilities	143,481	88,81
Accounts Payable, Related Parties	-	7,65
Due to Stockholders		72,93
	2,653,012	1,538,26
Long-Term Debt	1,379,114	21,01
Capital Lease Obligation	270,168	537,34
Stockholders' Equity Common Stock \$1 par Value; 2,000,000 Shares Authorized; \$1,736,004 Issued and Outstanding for 1998 and 1997 Additional Paid-In Capital Accumulated Deficit	1,736,004 2,899,962 (1,775,008)	1,736,00- 2,899,96 (2,611,076
\$1,736,004 Issued and Outstanding for 1998 and 1997 Additional Paid-In Capital	2,899,962	2,899,9

# SOUTH CAROLINA NET, INC. STATEMENTS OF INCOME FOR THE YEARS ENDED DECEMBER 31

	1998	1997
Revenue	\$14,647,096	\$10,801,271
Cost of Services	10,401,791	7,697,216
Gross Profit	4,245,305	3,104,055
Selling, General and Administrative Expenses	2,966,997	2,238,514
Depreciation and Amortization	367,349	_306,922
Income from Operations	910,959	558,619
Interest Expense	74,897	96,872
Net Income	\$ 836,062	\$ 461,747

The accompanying notes are an integral part of these statements.

# ATTACHMENT D

ILLUSTRATIVE TARIFF

SOUTH CAROLINA NET, INC.	Original Sheet No. 1

# TITLE SHEET

# SOUTH CAROLINA LOCAL TELEPHONE TARIFF

OF

SOUTH CAROLINA NET, INC.

This illustrative tariff, filed with the South Carolina Public Service Commission, contains the rates, terms, and conditions applicable to Local Exchange Services within the State of South Carolina offered by South Carolina Net, Inc.

	1		
ISSUED:	BY:	EF	FECTIVE:

SOUTH CAROLINA NET, INC.	Original Sheet No. 2

# **CONTENTS**

- 2. RULES AND REGULATIONS
- 3. DESCRIPTION OF SERVICE
- 4. RATES
- 5. SPECIAL SERVICE ARRANGEMENTS

		•
ISSUED:	BY:	EFFECTIVE:
	W.J. Jordan	

# **SYMBOLS**

Explanation of Symbols - When changes are made in any tariff page, a revised page will be listed canceling the tariff page affected. Changes will be identified on the revised page (s) through the use of the following symbols:

To signify changed regulation (C) (D) To signify discontinued rate or regulation (I) To signify increased rates (M) To signify material relocated from one page to another without change (N) To signify new rate, regulation, or text (R) To signify reduced rate To signify reissued material (S) **(T)** To signify a change in text, but no change in rate or regulation

ISSUED: BY: EFFECTIVE:

**EFFECTIVE:** 

- Ą. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page cancels the 3<sup>rd</sup> revised page 14.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

2.

2.1

2.1.1. 2.1.1.A.

2.1.1.A.1

2.1.1.A.1(a).

2.1.1.A.1(a).I

2.1.1.A.1(à).I.(i).

2.1.1.A.1(a).I.(i).(1).

ISSUED: BY:

SOUTH CAROLINA NET, ÍNC.		Original Sheet No. 5
es data A	APPLICATION OF TARIFF	<del>,</del>

This illustrative tariff contains the regulations and rates applicable to the provision of local exchange telecommunications service by South Carolina Net, Inc. within the State of South Carolina and specifically in those locations approved by the South Carolina Public Service Commission or designated by tariff filings detailed herein.

ISSUĒD:	BY:	+	EFFECTIVE:

# 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a South Carolina Net, Inc. switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Carrier or Company - Whenever used in this tariff, "Carrier", "Company", or "SCNet" refers to South Carolina Net, Inc. unless otherwise specified or clearly indicated by the contract.

Commission - The South Carolina Public Service Commission.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

ILEC - The Incumbent Local Exchange Carrier.

South Carolina Net or SCNet - Used throughout this tariff to mean South Carolina Net, Inc. unless clearly indicated otherwise by the text.

LEC - Local Exchange Company.

Local Exchange Services - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Person-to-Person Calling - An operator-assisted service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. Charges may be billed to the called party, a third number, a credit card, a calling card or designated third party station.

Resold Local Exchange Service - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or Interstate/international services.

Station-to-Station Calling - A service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone-issued Calling Card or to an authorized Credit Card are Operator-Station Calls unless the call is placed on a Person-to-Person basis. Automated Calling Card calls are not Operator-Station calls. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

ISSUED:	BY:	EFFECTIVE:
	W.J. Jordan	
	President and Chief Executive Officer	
	South Carolina Net, Inc.	
	1426 Main Street, Suite 1000	

Columbia, South Carolina 29201

# 2.1 Undertaking of South Carolina Net, Inc.

South Carolina Net's services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area. South Carolina Net may offer these services over its own or resold facilities.

South Carolina Net installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this tariff. South Carolina Net may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the South Carolina Net network. The Customer shall be responsible for all charges due for such service arrangement as listed in Section 4 as well as any pass through charges billed by other carriers or entities.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

# 2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 South Carolina Net reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this tariff are directly controlled by South Carolina Net, and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

ISSUED:	₩ **** ₹	BY:	EFFECTIVÉ:

# 2.3 Üse

Services provided under this tariff may be used for any lawful purposes for which the service is technically suited.

# 2.4 Liabilities of the Company

- 2.4.1 In no event shall South Carolina Net's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

····		
ISSUED:	BY:	EFFECTIVE:

# 2.5 Deposits

2.5.1 Deposits may be required from Customers whose credit history is unacceptable or unavailable. Deposits are collected in accordance with the rules of the Commission.

# 2.6 Advance Payments

Recurring Charges:

For Customers from whom the Company feels an advance payment is necessary, South Carolina Net reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

Non-Recurring Charges:

South Carolina Net reserves the right to require pre-payment of non-recurring charges in such amount as may be deemed necessary by the Company. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service.

# 2.7 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

# 2.8 Equipment

- 2.8.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.
- 2.8.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others, to disconnect, rearrange, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

ISSUED:	BŸ:	EFFECTIVE:

# 2.8 Equipment (Continued)

- 2.8.3 Equipment the Company provides or installs at the Customer's premises for use in connection with services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.8.4 The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.8.5 The Company shall not be responsible for the installation, operation or maintenance of any customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by customer-provided equipment.
- 2.8.6 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in the section for the installation, operation and maintenance of customer-provided facilities, equipment and wiring in the connection of such facilities and equipment to Company-provided facilities and equipment.
- 2.8.7 Title to all facilities provided by the Company under this tariff shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

# 2.9 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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# 2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by South Carolina Net. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to Company rules and subject to the rules of regulatory agencies, such as the Commission.

South Carolina Net billing invoices will be considered correct and binding upon the customer if no written notice is received from the Customer within thirty (30) days of the date of the invoice. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate.

Upon receipt of a billing inquiry, charges involved in the disputed element (s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

If the Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the South Carolina Public Service Commission for final resolution.

# 2.11 Reserved for Future Use

# 2.12 Cancellation by Customer

Pending proper identification, the customer may cancel service by providing notice to the Company.

# 2.13 Interconnection

Service firmished by South Carolina Net may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with South Carolina Net's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

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	South Carolina Net, Inc.	

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# 2.14 Refusal or Discontinuance by Company

. South Carolina Net may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 7 days written notice to comply with any rule or remedy any deficiency.

- 2.14.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.14.2 For use of telephone service for any property or purpose than that described in the application.
- 2.14.3 For neglect or refusal to provide reasonable access to South Carolina Net or its agents for the purpose of inspection and maintenance of equipment owned by South Carolina Net or its agents.
- 2.14.4 For noncompliance with or violation of Commission regulation or South Carolina Net's rules and regulations on file with the Commission, provided 7 days written notice is given before termination.
- 2.14.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without 5 days written notice to the Customer, except in extreme cases. However, residential basic local service shall not be disconnected for nonpayment for at least 29 days from the date of the bill, and South Carolina Net has given Customer a written notice of the proposed disconnection at least 5 days before the date of disconnection.
- 2.14.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect South Carolina Net's equipment or service to others.
- 2.14.7 Without notice in the event of tampering with the equipment or services owned by South Carolina Net or its agents.
- 2.14.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, South Carolina Net may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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# 2.14 Refusal or Discontinuance by Company (Continued)

2.14.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

# 2.15 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

# 2.16 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion of all processing fees or installation fees by winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

# 2.17 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

# 2.18 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of moneys due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

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#### 2.19 **Returned Check Charges**

A fee may be charged for each check returned for insufficient funds. This fee shall not exceed the maximum amount allowed to be charged pursuant to S.C. Code Ann. Section 34-11-70.

#### 2.20 **Service Implementation**

Absent a promotional offering, service implementation charges of \$ per service order will apply to a new service order or to orders to change existing service for the business services listed in Section 3.

#### 2.21 Reconnection Charge

A reconnection fee of \$\_\_\_\_\_ per occurrence may be charged when service is re-established for customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a customer premises visit is required, an additional fee of \$ be charged.

#### 2.22 **Late Payment Charges**

A late payment charge of 1.5% of unpaid balance will be charged per month, as allowed by S.C. Code Ann. Regs. 103-622.2.

#### 2.23 **Operator Service Rules**

The company will enforce the operator service rules specified by the Commission and the FCC.

#### Access to Telephone Relay Services 2.24

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

#### 2.25 Access to Carrier of Choice

End users of the Company's local service shall have the right to select the inter-exchange telecommunications service provider (IC) of their choice. The IC should request confirmations/verifications of choice from its

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# 2.25 Access to Carrier of Choice (Continued)

customers no later than the date of submission of its first bill to the customer. IC's should maintain signed letters of agency or confirmations of choices on file for use in dispute resolution.

# 2.26 Directory Listings

- 2.26.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 2.26.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.
- 2.26.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in the directories.
- 2.26.4 Listings must conform to the Company's specifications with respect to directories. The Company reserves the right to reject listings when, in its sole judgment, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.
- 2.26.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.
- 2.26.6 Generally, the listed address is the location of the subscriber's place of business or residence.
- 2.26.7 Liability of the Company due to directory errors and omissions is as specified in Section 2 of this tariff.

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# 2.26 Directory Listings (Continued)

2.26.8 Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name of the individual, firm, or corporation which contracts for the service or the name under which a business is regularly conducted.

# 2.27 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- 1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- of a type other than that which the Company would "normally" utilize in the furnishing of its services;
- 3. over a route other than that which the Company would normally utilize in the furnishing of its services:
- 4. in a quantity greater than that which the Company would normally construct;
- on an expedited basis;
- 6. on a temporary basis until permanent facilities are available;
- 7. involving abnormal costs; or
- 8. in advance of its normal construction.

The customer will be charged for the special construction based upon engineering, labor and cost of materials. An estimate will be provided to the customer before any construction is undertaken.

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# 2.0 - RULES AND REGULATIONS

#### 2.28 Universal Emergency Telephone Number Service (911, E911)

- 2.28.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service nor does the Company undertake such responsibility.
- 2.28.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.28.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and nonpublished service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.28.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, amexations and other changes in municipal and county boundaries, meorporation of new cities or any similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
- 2.28.5 The Company assumes no liability for any infringement or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any persons, caused or claimed to have been caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification

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# 2.28 Universal Emergency Telephone Number Service (911, E911) (Continued)

of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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## 3.1 Local Service Areas

South Carolina Net will provide Local Exchange Service within the state and specifically in those locations approved by the South Carolina Public Service Commission as designated by tariff filings detailed herein.

# 3.2 Product Descriptions

# 3.2.1 Timing of Calls - Usage-Sensitive Products

- 3.2.1.A Usage charges for usage-sensitive products are based on the actual usage of South Carolina Net's network. The Company will determine that a call has been established by signal from the local telephone company.
- 3.2.1.B Minimum billed call duration and billing increments differ from product to product. Product specific information is included in Section 4 of the Rate Schedules.
- 3.2.1.C Usage is measured and rounded to the next higher billing increment for billing purposes.
- 3.2.1.D There is no usage-based billing applied for incomplete calls.

# 3.2.2 South Carolina Net Business Services

South Carolina Net's Business Services are offered for local calling using the facilities of South Carolina Net and/or those of other authorized Local Exchange Carriers. South Carolina Net's Business Services are offered primarily to the following:

- 1. Offices, stores, factories, mines and all other places of a strictly business nature;
- Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches and other institutions; and
- 3. Services terminating solely on the secretarial facilities of a telephone answering bureau.

If a Subscriber's service changes from business service to residential service, the telephone number will normally be changed. Reference of calls will not normally be provided regardless of how long

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# 3.2 Product Descriptions (Continued)

# 3.2.2 South Carolina Net Business Services (Continued)

existing directories will remain in effect. Changes from residential to business service may be made without change in telephone number, if the subscriber so desires.

# 3.2.2.A Business Exchange Line Service

Business Exchange Line Service provides a facility from a Customer's location to the South Carolina Net Central Office and gives the Customer the ability to complete local and long distance calls. This service provides the Customer with unlimited local calling at a flat monthly rate. Optional services such as Custom Calling Features, CLASS Features, Hunting, etc., are available upon request, as facilities will permit, at those rates detailed in Section 4.0 of this tariff.

# 3.2.2.B Private Branch Exchange (PBX) Service

The Company's PBX Service uses PBX Trunks to connect a customer's PBX system or other similar equipment to the South Carolina Net Central Office. Standard configurations include Local CO Trunks, Direct Inward Dialing (DID), Direct Outward Dialing (DOD) and Combination Trunks. This service provides Customers with unlimited local calling. South Carolina Net treats those trunks similar to individual exchange lines and supports multi-line hunting over a group of trunks. Installation charges also apply.

# 3.2.2.C Direct Inward Dial (DID) Service

DID Service is an optional feature which can be purchased in conjunction with Company-provided PBX Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for PBX Trunks. One additive charge applies for each DID-equipment PBX Trunk or channel. The customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group, or DID-equipped channel or group. The Company reserves the right to limit the amount of DID numbers constituting a block of telephone numbers in a group. Blocks of number groups will be determined at the sole discretion

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# .2 Product Descriptions (Continued)

# 3.2.2 South Carolina Net Business Services (Continued)

# 3.2.2.C Direct Inward Dial (DID) Service (Continued)

of the Company's resources. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

# 3.2.3 Directory Listings

For each customer of South Carolina Net's Exchange Access Service(s), the Company, shall arrange for the listing of the Customer's main billing number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

# 3.2.4 Residential Service

Residential Service provides the customer with a single analog, voice grade telephonic communications channel which can be used to place or receive one call at a time.

# 3.2.5 Optional Residential Service

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# 3.2 Product Descriptions (Continued)

# 3.2.6 Operator-Assisted Services

Operator-assisted services are provided to Business and Residential Customers on a presubscribed basis. Services are also provided to Customers and Users of exchange access lines which are pre-subscribed to the Company's inter-exchange outbound calling services. Various billing arrangements are available with South Carolina Net's operator-assisted service including Calling Card, Commercial Credit Card, Collect, Person-to-Person and Third Party. Monthly and/or usage-sensitive charges may apply as stated in Section 4, as well as per call operator charges.

# 3.2.6.A Operator Dialed Surcharge

This surcharge applies to Operator Station and Person-to-Person rated calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- calls where a Customer cannot otherwise dial the call due to trouble on the South Carolina Net network; and
- calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

# 3.2.6.B Busy Line Verify and Line Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a called line. The Operator will determine whether the line is clear or in use and report its status to the calling party. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

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# 3.2 Product Descriptions (Continued)

# 3.2.6 Operator-Assisted Services

# 3.2.6.B Busy Line Verify and Line Interrupt Service (Continued)

A charge will apply when:

- 1. The operator verifies that the line is busy with a call in progress;
- 2. The operator verifies that the line is available for incoming calls; or
- 3. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. Charges apply for both verification and interruption.

No charge will apply when:

- 1. The calling party advises that the call is to or from an official public emergency agency; or
- 2. Under conditions other than the three stated above.

Busy Verification and Interrupt service is furnished where and to the extent that facilities permit. The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

# 3.2.7 Directory Assistance

Customers and users of the Company's business and residential calling services (excluding Toll Free services) may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator.

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# 3.2 Product Descriptions (Continued)

# 3.2.7 Directory Assistance (Continued)

A Directory Assistance charge will be charged for each call to the Directory Assistance Bureau.

A credit will be given for calls to Directory Assistance when:

- 1. The Customer experiences poor transmission or is cut off during the call,
- 2. The Customer is given an incorrect telephone number, or
- 3. The Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

# **Exemptions:**

- 1. The single-line main telephone exchange line of a handicapped user, as defined by the Federal Register, Vol. 35 #126, which has been registered with the company will be exempt from Directory Assistance charges.
- Directory Aşşistance attempts to telephone numbers which are non-listed or non-listed and non-published.

# 3.2.8 Reserved for Future Use

# 3.2.9 Digital PBX Trunks

PBX trunks are used to connect a PBX to the South Carolina Net Switched Network. A standard configuration includes Local Central Office Trunks and one of the following dialing capabilities: Direct Inward Dialing (DID), Direct Outward Dialing (DOD) or Combination Trunks (DID and DOD). South Carolina Net PBX trunks are served over a T-1 circuit which holds up to 24 individual PBX trunks.

Pricing for PBX trunks consists of two components; a base monthly charge plus a charge per

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# 3.2 Product Descriptions (Continued)

# 3.2.9 Digital PBX Trunks (Continued)

trunk up to 24 trunks per T-1. The customer must select South Carolina Net as their long distance carrier. PBX trunks have a non-recurring set-up charge and 1 year minimum contract.

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# **4.0 - RATES**

# 4.1 General

Installation, monthly recurring and per minute charges may apply to the Company's local exchange services. An additional per-call operator service charge will apply for operator-assisted calling.

# 4.2 South Carolina Net Business Services

Reserved for Future Use

# 4.3 South Carolina Net Residential Services

Reserved for Future Use

Actual rates can not be determined until interconnection and/or resale agreements are entered into with applicable incumbent local exchange carriers (ILECs). Rates for the listed services herein will be competitive with rates for similar services offered by the ILEC.

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# 5.0 SPECIAL SERVICE ARRANGEMENTS

# 5.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. South Carolina Net rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

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